

SUPPLEMENTAL EXHIBIT 2

1 that it was a very necessarily discounted number from
2 what he hoped he could reap.

3 THE COURT: All right. Go on.

4 ATTORNEY WAHL: So before the sale, this
5 lawsuit had already been instituted. And Stoler has
6 alleged causes of action arising, as the Court is aware,
7 under the Maryland Dealer Act, and that's because the
8 parties' dealer agreement, as well as the facilities
9 agreement that they signed about building the new
10 exclusive facility, called for Maryland law to apply.

11 And, specifically, the allegations are, that
12 arise under three separate sections of the
13 Transportation Code 207(h), the first is (h)(1)(i),
14 which is that Stoler was not -- did not receive and was
15 not offered the higher bonus as was offered and received
16 by exclusive dealers.

17 The second, (h)(2)(i) and (ii), is that
18 Stoler was compelled or required to build an exclusive
19 facility by Audi, and also denied, or threatened to be
20 denied, a benefit that was generally available to
21 dealers, because -- unless it did build this exclusive
22 facility.

23 And the third allegation, set of
24 allegations, arises under (h)(3), and that is that Audi
25 reduced the purchase price of the vehicle -- or didn't

1 THE COURT: Okay. Tell me why.

2 ATTORNEY WAHL: And it's because it's the
3 appearance versus the reality problem. The Legislature
4 was very clear that --

5 THE COURT: Well, they weren't or we
6 wouldn't be here.

7 ATTORNEY WAHL: Well --

8 THE COURT: But you think the current
9 language is sufficient to do what?

10 ATTORNEY WAHL: That all incentives must be
11 offered equally, not conditioned on whether --

12 THE COURT: Well, where does it say not
13 conditioned?

14 ATTORNEY WAHL: It doesn't. That is exactly
15 the point. Audi's position is, essentially, going back
16 to the lady at Target, we can sell everything to
17 anybody, except you have to have straight blond hair.

18 Now, that is a policy --

19 THE COURT: I don't think that's analogous
20 at all to this, and I think you won't succeed going back
21 there.

22 But it seems to me that the (h)(1) -- you
23 don't rely only on that statute anyway.

24 ATTORNEY WAHL: We do not, your Honor.

25 THE COURT: And I think it may be a mistake

1 for you to rely only on that one, because I don't see
2 any reason why they can't say, "You get a higher bonus
3 if all of your salespeople wear red clothes," or "if you
4 build another facility."

5 But if you go to another provision, you may
6 get something out of it.

7 But this -- their argument is, "Look, we
8 offered the exclusive standard -- standards bonus to all
9 dealers." And if they chose to operate out of exclusive
10 facilities and sell only Audi vehicles, they could
11 receive the higher bonus.

12 I think the way I see it thus far -- correct
13 me if you think I am wrong -- if that's all that the
14 Maryland law said, if there wasn't anything else, you
15 might be in a tougher situation, because it only says
16 you've got to offer it to everybody.

17 And then you would say, "Well, not everybody
18 can accept it. Not everybody wants to accept it."

19 Well, there is nothing in the statute about
20 you can't make offers that some people can't accept or
21 that some people don't want.

22 But I don't think you are limited to
23 (h)(1)(i).

24 ATTORNEY WAHL: We are not, your Honor.

25 THE COURT: Right.